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Attorney for Debtors

IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF IDAHO

* * * * *

In Re:)	Case No. 99-41532
)	(Chapter 12)
LEO "BRUCE" ROBBINS and)	
HEIDI ROBBINS,)	<u>STIPULATION FOR TREATMENT</u>
)	<u>OF CLAIM OF KEY BANK</u>
Debtors.)	

* * * * *

COME NOW Brent T. Robinson of the firm Ling, Nielsen & Robinson, attorney for the debtors, Leo "Bruce" Robbins and Heidi Robbins, and Leo Robbins and Barbara Robbins, creditors and cosigners on the indebtedness owed to Key Bank; and Key Bank by and through its attorney, Louis L. Uranga of the firm Uranga & Uranga, and hereby stipulate and agree as follows:

A. Debtors filed a voluntary petition for relief under Chapter 12 of the United States Bankruptcy Code on September 13, 1999.

B. Key Bank is the holder of a secured claim which has a balance owed in the amount of \$110,499.70 as of the date the

Stipulation for Treatment of claim
 of Key Bank of Idaho - 1

1 debtors filed their petition.

2 C. Debtors secured said claim by granting Key Bank a
3 lien against crops, equipment, and livestock.

4 D. A hearing on confirmation of debtors' Chapter 12
5 Plan is scheduled for January 11, 2000.

6 E. Prior to the hearing on confirmation debtors' and
7 Key Bank reached an agreement for treatment of the claim of Key
8 Bank under the terms of the debtors' plan, which terms and
9 provisions are set forth herein and shall be incorporated into
10 the plan in every respect.

11 NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

12 1. That all of the recitals set forth above are part
13 of the terms of the stipulation.

14 2. In addition to the terms specified in the initial
15 Chapter 12 Plan filed by the debtors, the claim of Key Bank shall
16 include the following:

17 (A) That throughout the term of the debtors plan, Key
18 Bank shall have a first position replacement lien
19 against all of the debtors' post-petition crops,
20 feed, and livestock.

21 (B) That the debtors shall increase their herd size
22 until the number of livestock owned by the
23 debtors exceeds 650 head on or before July 15,
24 2000, and thereafter debtors shall maintain a
25 minimum herd size of 650 head.

26 (C) Until such time as Key Bank is paid in full,
27

1 debtors cash collateral account and bankruptcy
2 farm operating account shall be maintained at Key
3 Bank.

4 (D) That Leo Robbins and Barbara Robbins shall bring
5 the interest current on the indebtedness owed to
6 Key Bank prior to January 20, 2000, which inter-
7 est is the approximate sum of \$7,000.

8 (D) That Leo Robbins and Barbara Robbins shall grant
9 Key Bank a mortgage against their real estate
10 holdings, and shall provide a balloon payment or
11 satisfy the indebtedness owed to Key Bank on or
12 before December 31, 2004.

13 (E) That upon reasonable notice being given to the
14 debtors, Key Bank shall be entitled to conduct
15 periodic inspections of the bank's collateral and
16 the debtors' operation.

17 (F) That within fifteen (15) days of the date hereof,
18 Leo Robbins and Barbara Robbins shall provide a
19 financial statement to Key Bank.

20 (G) That upon debtors first sale of cattle in June or
21 July of 2000, any proceeds derived from said sale
22 which exceed the debtors' budget projection of
23 \$18,150 shall be paid to Key Bank, and shall be
24 applied to accrued interest on the indebtedness
25 due and owing to Key Bank.

26 (H) That fifty (50) percent of any proceeds received
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1 from all subsequent sales of cattle which exceed
2 the debtors' monthly budget projection of \$18,150
3 shall be paid to Key Bank, and shall be applied
4 to the indebtedness due and owing to Key Bank.

5 (I) In the event debtors receive more than \$34,000
6 from the current sale of livestock, any sum
7 received in excess of the \$34,000 cash collateral
8 authorized to be used by the debtors shall be
9 paid to Key Bank and applied to the indebtedness
10 owed by the debtors.

11 3. The parties hereby agree to execute any and all
12 documents required to effectuate the terms of this stipulation.

13 4. As waiver by the parties of any breach of any term,
14 covenant or condition herein contained shall not be deemed to be
15 a waiver of any subsequent breach of the same or any other term,
16 covenant of condition herein contained.

17 DATED this 14 day of January, 2000.

18 LING, NIELSEN AND ROBINSON

19
20 By Brent T. Robinson
21 Brent T. Robinson
22 Attorneys for Debtors and
Leo and Barbara Robbins

23 DATED this 7 day of January, 2000.

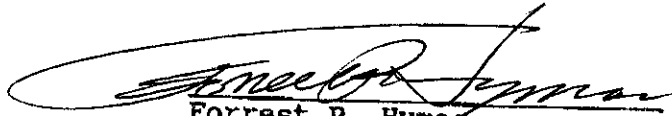
24 URANGA & URANGA

25
26 By Louis L. Uranga
27 Louis L. Uranga
Attorney for Key Bank

1 In Re: Leo "Bruce" Robbins and Heidi Robbins
2 Chapter 12 Bankruptcy Case No. 99-41532

3 I, the undersigned Chapter 12 Trustee, hereby acknowl-
4 edge that I have read the within and foregoing Stipulation for
5 Treatment of Claim of Key Bank, and by my signature hereon do
6 hereby approve the same as to form and content.

7 DATED this 14th day of January, 2000.

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11 Forrest P. Hymas
12 Chapter 12 Trustee

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